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8 *Attorneys for Defendant*

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 ERNESTO AMADOR,

12 Plaintiffs,

13 v.

14 BULLY'S SPORT'S BAR & GRILL, INC. a
 Nevada,

15 Defendant.
 16

CASE NO.: 3:15-CV-00022-HDM-VPC

**STIPULATED PROTECTIVE ORDER
 [PROPOSED]**

17 In order to protect the confidentiality of confidential information obtained by the parties in
 18 connection with this case, the parties hereby agree as follows:

19 1. Any party or non-party may designate as "confidential" (by stamping the relevant
 20 page or otherwise set forth herein) any document or response to discovery which that party or non-
 21 party considers in good faith to contain information involving trade secrets, or confidential
 22 business or financial information, subject to protection under the Federal Rules of Civil Procedure
 23 or Nevada law ("Confidential Information"). Where a document or response consists of more than
 24 one page, the first page and each page on which confidential information appears shall be so
 25 designated. This protective order does not confer blanket protection on all disclosures or responses
 26 to discovery, the protection it affords from public disclosure and use extends only to the limited
 27 information or items that are entitled to confidential treatment under the applicable legal
 28 principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. A party or non-party may designate information disclosed during a deposition or in
2 response to written discovery as "confidential" by so indicating in said response or on the record at
3 the deposition and requesting the preparation of a separate transcript of such material.
4 Additionally a party or non-party may designate in writing, within twenty (20) days after receipt of
5 said responses or of the deposition transcript for which the designation is proposed, that specific
6 pages of the transcript and/or specific responses be treated as "confidential" information.

7 Any other party may object to such proposal, in writing or on the record. Upon such
8 objection, the parties shall follow the procedures described in paragraph 8 below. After any
9 designation made according to the procedure set forth in this paragraph, the designated documents
10 or information shall be treated according to the designation until the matter is resolved according
11 to the procedures described in paragraph 8 below, and counsel for all parties shall be responsible
12 for making all previously unmarked copies of the designated material in their possession or control
13 with the specified designation.

14 3. All information produced or exchanged in the course of this case (other than
15 information that is publicly available) shall be used by the party or parties to whom the
16 information is produced solely for the purpose of this case.

17 4. If timely corrected, an inadvertent failure to designate qualified information or
18 items does not, standing alone, waive the designating party's right to secure protection under this
19 agreement for such material. Upon timely correction of a designation, the receiving party must
20 make reasonable efforts to ensure that the material is treated in accordance with the provisions of
21 this agreement.

22 5. Except with the prior written consent of other parties, or upon prior order of this
23 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to
24 any person other than:

25 (a) counsel for the respective parties to this litigation, including in-house
26 counsel and co-counsel retained for this litigation;

27 (b) employees of such counsel;
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1 (c) individual defendants, class representatives, any officer or employee of a
2 party, to the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

3 (d) consultants or expert witnesses retained for the prosecution or defense of
4 this litigation, provided that each such person shall execute a copy of the Certification annexed to
5 this Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing the
6 Confidential Information and made available for inspection by opposing counsel during the
7 pendency or after the termination of the action only upon good cause shown and upon order of the
8 Court) before being shown or given any Confidential Information and provided that if the party
9 chooses a consultant or expert employed or formally employed by Bully's Sports Bar & Grill, Inc.
10 or one of its competitors (as listed on Appendix A), the party shall notify the opposing party, or
11 designating non-party, before disclosing any Confidential Information to that individual and shall
12 give the opposing party an opportunity to move for a protective order preventing or limiting such
13 disclosure;

14 (e) any authors or recipients of the Confidential Information;

15 (f) the Court, Court personnel, and court reporters; and

16 (g) witnesses (other than persons described in paragraph 4(e). A witness shall
17 sign the Certification before being shown a confidential document. Confidential Information may
18 be disclosed to a witness who will not sign the Certification only in a deposition at which the party
19 who designated the Confidential Information is represented or has been given notice that
20 Confidential Information shall be designated "Confidential" pursuant to paragraph 2 above.
21 Witnesses shown Confidential Information shall not be allowed to retain copies.

22 6. Any persons receiving Confidential Information shall not reveal or discuss such
23 information to or with any person who is not entitled to receive such information, except as set
24 forth herein.

25 7. No party or non-party shall file or submit for filing as part of the court record any
26 documents under seal without first obtaining leave of court. Notwithstanding any agreement
27 among the parties, the party seeking to file a paper under seal bears the burden of overcoming the
28 presumption in favor of public access to papers filed in court.

1 8. The parties must make every attempt to resolve any dispute regarding confidential
2 designations without court involvement. Any motion regarding confidential designations or for a
3 protective order must include a certification, in the motion or in a declaration or affidavit, that the
4 movant has engaged in a good faith meet and confer conference with other affected parties in an
5 effort to resolve the dispute without court action. The certification must list the date, manner, and
6 participants to the conference. A good faith effort to confer requires a face-to-face meeting or a
7 telephone conference. If a party contends that any material is not entitled to confidential treatment,
8 such party may at any time give written notice to the party or non-party who designated the
9 material. The party or nonparty who designated the material shall have twenty-five (25) days from
10 the receipt of such written notice, inclusive of the meet and confer process under the local rules, to
11 apply to the Court for an order designating the material as confidential. The party or non-party
12 seeking the order has the burden of establishing that the document is entitled to protection.

13 9. A party may designate as "Confidential" documents or discovery materials
14 produced by a non-party by providing written notice to all parties of the relevant document
15 numbers or other identification within thirty (30) days after receiving such documents or discovery
16 materials. Any party or non-party may voluntarily disclose to others without restriction any of its
17 own information that it has designated as confidential, although a document may lose its
18 confidential status if it is made public.

19 10. Notwithstanding any challenge to the designation of material as Confidential
20 Information, all documents shall be treated as such and shall be subject to the provisions hereof
21 unless and until one of the following occurs:

22 (a) the party or non-party claims that the material is Confidential Information
23 withdraws such designation in writing; or

24 (b) the party or non-party who claims that the material is Confidential
25 Information fails to apply to the Court for an order designating the material confidential within the
26 time period specified above after receipt of a written challenge to such designation; or

27 (c) the Court rules the material is not confidential.
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1 11. If a party is served with a subpoena or a court order issued in other litigation that
2 compels disclosure of any information or items designated in this action as 'CONFIDENTIAL,'
3 that party must:

4 (a) promptly notify the designating party in writing and include a copy of the
5 subpoena or court order; and

6 (b) promptly notify in writing the party who caused the subpoena or order to issue
7 in the other litigation that some or all of the material covered by the subpoena or order is subject to
8 this agreement. Such notification shall include a copy of this agreement.

9 12. All provisions of this Order restricting the communication or use of Confidential
10 Information shall continue to be binding after the conclusion of this action, unless otherwise
11 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential
12 Information, other than that which is contained in pleadings, correspondence, and deposition
13 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion of
14 this action to counsel for the party or non-party who provided such information, or (b) destroy such
15 documents within the time period upon consent of the party who provided the information and
16 certify in writing within thirty (30) days that the documents have been destroyed.

17 13. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use
18 of documents at trial.

19 14. Nothing herein shall be deemed to waive any applicable privilege or work product
20 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
21 protected by privilege or work product protection.

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15. Any witness or other person, firm or entity from which discovery is sought may be informed of and may obtain the protection of this Order by written advice to the parties' respective counsel or by oral advice at the time of any deposition or similar proceeding.

DATED this 13th day of April, 2015.

DATED this 13th day of April, 2015.

/s/ Charles A. Jones

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Kelly McInerney, Esq.
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/s/ R. Calder Huntington

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Attorneys for Plaintiffs

Attorneys for Defendant Bully's Sports Bar
& Grill, Inc.

IT IS SO ORDERED

United States Magistrate Judge

DATED: April 17, 2015

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EXHIBIT "A"**CERTIFICATION**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, in _____, Civil No. _____.

I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information - including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District for the purpose of enforcing the Protective Order.

DATED: _____

(Printed Name)

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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I hereby certify that on the 13th day of April, 2015, I served a true and correct copy of the foregoing **[PROPOSED] STIPULATED PROTECTIVE ORDER** by electronic transmission to the parties on electronic file and/or depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

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An Employee of Holland & Hart LLP

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